EXHIBIT A

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Lori Murray

From: Koosed, Brian D. <Brian.Koosed@klgates.com>

Sent: Wednesday, April 20, 2016 3:49 AM

To: Ralph Mabey

Cc: Bicks, John A.; Shin, Henry; Chadha, Priya

Subject: RE: Lehman/Shinhan ADR #902 -- EXTENSION OF RETURN DEADLINE

Follow Up Flag: Flag for follow up

Flag Status: Flagged

Judge Mabey,

We appreciate your consideration in allowing Shinhan Bank additional time to consider your settlement proposal in this matter, which we are pleased to report that Shinhan has agreed to accept. We look forward to hearing back from you once you have Lehman's response.

Thanks and best regards,

BDK

From: Ralph Mabey [mailto:rmabey@kmclaw.com]

Sent: Tuesday, April 12, 2016 3:09 PM **To:** Koosed, Brian D.; 'Cox, Christopher'

Cc: 'Jessica.Raynor@weil.com'; Bicks, John A.; Shin, Henry; Chadha, Priya; Lori Murray; 'Brandman, Lawrence'

Subject: Lehman/Shinhan ADR #902 -- EXTENSION OF RETURN DEADLINE

Dear Counsel,

The deadline for responding to my settlement recommendation is extended to noon EDT, Wednesday, April 20, 2016.

I am happy to respond to any questions respecting this extension.

Cordially,

Ralph R. Mabey

KIRTON MCONKIE

50 E. South Temple, Suite 400 | Salt Lake City, UT 84111 Office: 801-239-3145 | Cell: 801-599-3300

rmabey@kmclaw.com

Professor of Law



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EXHIBIT B

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Lori Murray

From: Ralph Mabey

Sent: Wednesday, April 20, 2016 1:03 PM

To: 'Koosed, Brian D.'; 'Cox, Christopher'; 'Brandman, Lawrence'; 'Chadha, Priya'; 'Shin,

Henry'; 'Bicks, John A.'; 'Jessica.Raynor@weil.com'

Cc: Lori Murray

Subject: Lehman/Shinhan ADR #902 -- SETTLEMENT

Dear Parties and Counsel,

I am pleased to report that the parties have agreed to settle this dispute: Shinhan Bank will pay Lehman \$ in full and complete settlement. Because Lehman has routine settlement documentation, I ask Lehman to provide the documentation to Shinhan for its review. Please conclude this matter promptly. Inform me of any problems or delays.

Thank you for your conscientious—and very constructive—work to bring this matter to a mutually agreeable resolution.

With best wishes,

Ralph R. Mabey

KIRTON MCCONKIE

50 E. South Temple, Suite 400 | Salt Lake City, UT 84111 Office: 801-239-3145 | Cell: 801-599-3300 rmabey@kmclaw.com

Professor of Law

THE UNIVERSITY OF UTAH
ralph.mabey@law.utah.edu

EXHIBIT C

From: Cucolo, Matthew

Sent: Thursday, June 30, 2016 4:43 PM

To: Koosed, Brian D.

Cc: Chadha, Priya; Bicks, John A.; Christopher Cox **Subject:** Re: Shinhan/Lehman Release Agreement

Brian,

I do not see how the decision affects our agreement. We had a final agreement with your client as you confirmed on Tuesday, so the wire should be made.

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 646-285-9666

On Jun 30, 2016, at 3:32 PM, Koosed, Brian D. < Brian.Koosed@klgates.com> wrote:

Matt,

Thanks for following up. A few hours after we exchanged emails on Tuesday morning, we received Judge Chapman's decision on the defense group's motions to dismiss. As we and our client are still evaluating the decision and expect to continue to do so over the next few days, we will get back to you on this sometime next week. Thanks and have a good holiday.

Best regards,

BDK

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Thursday, June 30, 2016 1:42 PM

To: Koosed, Brian D.

Cc: Chadha, Priya; Bicks, John A.

Subject: Re: Shinhan/Lehman Release Agreement

Brian,

We have not seen the wire come in yet today. Please let me know which bank Shinhan has used to wire the Settlement Amount. If the wire doesn't come in today I want to leave instructions with my

settlements team for tomorrow. Thanks

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 646-285-9666

On Jun 28, 2016, at 10:39 AM, Koosed, Brian D. <Brian.Koosed@klgates.com> wrote:

Yes, good timing Matt. Shinhan just confirmed that they have completed their internal approval process and the Settlement Agreement will be signed by Thursday June 30 (Korea time), after which they will remit the Settlement Amount. We will keep you posted as we receive further updates. Thanks.

BDK

Brian D. Koosed K&L Gates 599 Lexington Ave. New York, New York 10022 Tel 212.536.4891 Fax 212.536.3901 brian.koosed@klgates.com

Sent from my iPhone

On Jun 28, 2016, at 10:31 AM, Cucolo, Matthew <matthew.cucolo@lehmanholdings.com> wrote:

Any updates?

Matthew Cucolo
Senior Vice President
Lehman Brothers Holdings Inc.
1271 Avenue of the Americas, 40th Floor
646-285-9666
Matthew.Cucolo@LehmanHoldings.com

From: Koosed, Brian D. [mailto:Brian.Koosed@klgates.com]

Sent: Friday, June 17, 2016 1:20 PM **To:** Cucolo, Matthew; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Matt,

Shinhan was not able to complete its internal approval process this week. With some of the higher-ups out next week, it looks like the week of June 27 is most likely for signature/payment. We'll keep you posted if/when we hear anything further.

Thanks and have a good weekend.

BDK

From: Koosed, Brian D.

Sent: Tuesday, June 14, 2016 10:51 AM **To:** Cucolo, Matthew; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Hi Matt,

Shinhan is trying to get everything signed up and payment remitted by end of this week, particularly because some of the higher-ups there will be out next week. We will seek a further update and let you know if there's any more detail on timing. Thanks.

BDK

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Tuesday, June 14, 2016 10:48 AM **To:** Koosed, Brian D.; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Brian,

Have you heard anything from Shinhan on their execution of the agreement?

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 1271 Avenue of the Americas, 40th Floor 646-285-9666 Matthew.Cucolo@LehmanHoldings.com From: Koosed, Brian D. [mailto:Brian.Koosed@klgates.com]

Sent: Friday, May 27, 2016 11:05 AM **To:** Cucolo, Matthew; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Matt -- I got your voicemail and have advised Shinhan the package is on its way and about the resolutions you mentioned. Have a good holiday weekend.

BDK

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Thursday, May 19, 2016 5:00 PM **To:** Chadha, Priya; Koosed, Brian D.

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

I'll get going on this. It may take a day or two.

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 1271 Avenue of the Americas, 40th Floor 646-285-9666 Matthew.Cucolo@LehmanHoldings.com

From: Chadha, Priya [mailto:Priya.Chadha@klgates.com]

Sent: Thursday, May 19, 2016 4:57 PM **To:** Koosed, Brian D.; Cucolo, Matthew

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Hi Matt,

Shinhan got back to us and provided the documents they previously received when settling with another Lehman affiliate, which I have attached here. Accordingly, they have requested that LBHI and LBSF provide the following documents:

- 1. Two original signed copies of the Release Agreement;
- 2. One original signed copy of settlement instructions;
- One original notarized copy of an incumbency certificate for each signatory to the Release Agreement;
- 4. One original notarized copy of the incumbency certificate of the signatory of the settlement instructions;
- One original signed copy of a LBHI board resolution showing that the LBHI signatories of the above documents have the authority to sign said documents;

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- 6. One original signed copy of a LBSF board resolution showing that the LBSF signatories of documents #1-4 have the authority to sign said documents; and
- 7. If LBHI and/or LBSF does not have a board of directors in place, any other signed document demonstrating the authority of the LBHI/LBSF signatories.

Please let us know if you have any questions, or if there's anything you'd like to discuss. We will similarly let you know if Shinhan informs us that they need additional documents.

Best, Priya

From: Koosed, Brian D.

Sent: Wednesday, May 18, 2016 3:00 PM **To:** Cucolo, Matthew; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

We are still waiting to hear back from them on that and have just pinged them again. Will let you know as soon as we hear.

BDK

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Wednesday, May 18, 2016 2:57 PM **To:** Koosed, Brian D.; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Any news on Shinhan and their requirements for Lehman's authority to sign etc?





From: Koosed, Brian D. [mailto:Brian.Koosed@klgates.com]

Sent: Monday, May 16, 2016 11:27 AM **To:** Cucolo, Matthew; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Matt,

We are following up with Shinhan on this and hope to get back to you in the next few days.

BDK

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Thursday, May 12, 2016 11:55 AM **To:** Chadha, Priya; Koosed, Brian D.

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

This is fine. When Shinhan confirms what other documents it needs on our authority, I'll circulated an execution copy with LBSF's mailing address included.

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 1271 Avenue of the Americas, 40th Floor 646-285-9666 Matthew.Cucolo@LehmanHoldings.com

From: Chadha, Priya [mailto:Priya.Chadha@klgates.com]

Sent: Wednesday, May 11, 2016 11:44 AM **To:** Cucolo, Matthew; Koosed, Brian D.

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Matt,

Please find attached Shinhan's proposed changes to the Release Agreement. Shinhan has made two revisions. First, they have increased the period of time Shinhan has to pay the Settlement Amount from five business days to ten business days. Second, they revised Section 4 to require that the parties execute hard copies of the Release Agreement as opposed to electronic copies due to internal regulations. In accordance with that change, they have revised the date of the Release Agreement so that the Agreement is dated as of the date that Shinhan executes its respective hard copies.

Please let us know if you have any questions or comments about either of these changes, and if Lehman is amenable to these changes. Also, as we discussed this morning, once Shinhan gets back to us regarding what kinds of documents they need for proof of Lehman's authority, we will let you know.

Thanks, Priya

From: Cucolo, Matthew [mailto:matthew.cucolo@lehmanholdings.com]

Sent: Tuesday, May 10, 2016 3:29 PM **To:** Koosed, Brian D.; Chadha, Priya

Cc: Bicks, John A.

Subject: RE: Shinhan/Lehman Release Agreement

Has Shinhan provided comments?

Matthew Cucolo Senior Vice President Lehman Brothers Holdings Inc. 1271 Avenue of the Americas, 40th Floor 646-285-9666 Matthew.Cucolo@LehmanHoldings.com From: Cucolo, Matthew

Sent: Thursday, April 21, 2016 11:55 AM

To: Koosed, Brian D. (Brian.Koosed@klgates.com)

Cc: 'Bicks, John A.'; 'Chadha, Priya'

Subject: Shinhan/Lehman Release Agreement

Release for Shinhan is attached. thanks

Matthew Cucolo
Senior Vice President
Lehman Brothers Holdings Inc.
1271 Avenue of the Americas, 40th Floor
646-285-9666
Matthew.Cucolo@LehmanHoldings.com

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EXHIBIT D

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into by and among Shinhan Bank ("Counterparty"), Lehman Brothers Special Financing Inc. ("Lehman"), acting through its Plan Administrator, Lehman Brothers Holdings Inc. (solely in its capacity as such, the "Plan Administrator") and Lehman Brothers Holdings Inc. (solely in its capacity as credit support provider of Lehman, "Holdings") (each of the foregoing a "Party" and collectively the "Parties"). For the avoidance of doubt, whenever Lehman is required hereunder to take any actions or assume any obligations, the Plan Administrator shall cause Lehman to take such actions or assume such obligations.

RECITALS:

WHEREAS, Lakeview CDO SPC for the account of the Series 2007-1 Segregated Portfolio (the "Issuer"), Lakeview CDO LLC (the "Co-Issuer"), and U.S. Bank National Association (the "Trustee") entered into that certain indenture dated June 20, 2007 (the "Indenture").

WHEREAS, under the Indenture, the Issuer issued certain notes, among them the \$20,000,000 Class B Notes due 2014 (the "Notes").

WHEREAS, Lehman and the Issuer entered into one or more transactions (each a "Transaction" and, together, the "Transactions") that were governed by a 1992 ISDA Master Agreement, dated as of June 20, 2007, which included certain schedules, documents, confirmations and a guaranty of the obligations of Lehman by Holdings (collectively, the "Agreement Documents").

WHEREAS, commencing on September 15, 2008 and thereafter, Holdings and certain of its affiliates, including Lehman (collectively, the "Chapter 11 Entities"), each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

WHEREAS, the Trustee, terminated the Transactions between the Issuer and Lehman on September 18, 2008.

WHEREAS, at the time of termination of the Transactions and the proceeding liquidation of the Issuer's assets to its noteholders (the "Liquidation Proceeds"), Counterparty owned \$10,000,000 in original principal amount of the Notes (the "Counterparty Notes").

WHEREAS, Counterparty received Liquidation Proceeds on the Notes amounting to \$10,094,583 (the "Counterparty Proceeds").

WHEREAS, Lehman filed Adversary Proceeding No.: 10-03547 on September 14, 2010 in the Bankruptcy Court (the "Adversary Proceeding") challenging, among other things, the method in which the Issuer and Trustee distributed the Liquidation Proceeds and

specifically naming Counterparty, among others, as the wrongful recipient of a portion of the Liquidation Proceeds.

WHEREAS, on December 6, 2011, the Bankruptcy Court entered an order confirming the Modified Third Amended Joint Chapter 11 Plan for Lehman Brothers Holdings Inc. And Its Affiliated Debtors (the "Plan"), and the Plan became effective on March 6, 2012.

WHEREAS, pursuant to Sections 13.1 and 6.1 of the Plan, Holdings was appointed as Plan Administrator for each of the Chapter 11 Entities, and is authorized on behalf of each of the Chapter 11 Entities to prosecute, elect not to pursue, compromise, settle, abandon, dismiss or otherwise dispose of all causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, claims, and demands whatsoever belonging to or assertable by each of the Chapter 11 Entities free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

WHEREAS, as of the date hereof, the Parties have agreed to a settlement amount in favor of Lehman in the amount of \$\frac{1}{2}\text{(the "Settlement Amount")}\$ in respect of the claims made by Lehman against Counterparty solely with respect to the Notes and Counterparty Proceeds in the Adversary Proceeding.

NOW, THEREFORE, in consideration of the recitals set forth above and promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Payment and Release. Counterparty shall pay the Settlement Amount, without deduction, set-off or counterclaim, to Lehman within ten (10) Korean business days of the date hereof. In consideration of each other Party's execution of this Release Agreement and payment of the Settlement Amount without deduction, set-off or counterclaim to Lehman, each Party on behalf of itself and any other party, person or entity claiming under or through it, hereby generally releases, discharges and acquits each other Party, and its respective current and former agents, servants, officers, directors, shareholders, employees, subsidiaries, divisions, branches, units, affiliates, parents, owners, beneficiaries, attorneys, successors, predecessors, heirs, personal representatives, and assigns (each of the foregoing, a "Released Party"), from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses, and claims of every kind, nature, and character whatsoever, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, accrued or unaccrued, known or unknown, matured, unmatured, liquidated or unliquidated, certain or contingent, that such releasing Party ever had or claimed to have, or now has or claims to have presently or at any future date, against any Released Party arising under or related to the Adversary Proceeding solely with respect to the Notes, the Counterparty Proceeds, the Agreement Documents, or the Transactions thereunder, their negotiation, execution, performance, any breaches thereof, or their termination. For the avoidance of doubt, the foregoing releases shall not apply to any Liquidation Proceeds other than the Counterparty Proceeds received by the Counterparty directly from the Notes.

Section 2. Representations. Each Party represents and warrants to each other Party that (i) the execution, delivery, and performance by such Party of this Release Agreement are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) this Release Agreement has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof, (iii) it is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Release Agreement, (iv) it has had the opportunity to be represented and advised by legal counsel in connection with this Release Agreement, which it enters voluntarily and of its own choice and not under coercion or duress, (v) it has made its own investigation of the facts and is relying upon its own knowledge and the advice of its counsel and service providers, (vi) it had and has no expectation that any of the other Parties will disclose facts material to the Agreement Documents or matters resolved by this Release Agreement and (vii) it knowingly waives any and all claims, other than those related to or arising from representations made by the Parties in this Release Agreement, that this Release Agreement was induced by any misrepresentation or nondisclosure and knowingly waives any and all rights to rescind or avoid this Release Agreement based upon presently existing facts, known or unknown (other than to the extent any representation made in this Release Agreement proves to be false). Counterparty represents that (i) the Counterparty Proceeds represent the total amount received from the Issuer and Trustee from Liquidation Proceeds, and (ii) it has not received payments with respect to any other class of notes issued by any named Defendant in the Adversary Proceeding. Additionally, Lehman and Holdings represent and warrant to Counterparty that this Release Agreement is being entered into in accordance with and pursuant to the authority granted to Lehman and the Plan Administrator by the Plan. The Parties agree and stipulate that each Party is relying upon the representations and warranties in this Section in entering into the Release Agreement. Furthermore, the Parties agree that these representations and warranties are a material inducement for entering into this Release Agreement. These representations and warranties shall survive the execution of this Release Agreement indefinitely without regard to statutes of limitations.

Section 3. <u>Dismissal of Claims</u>. Within seven (7) business days after Lehman's receipt of the Settlement Amount, Lehman shall promptly dismiss with prejudice any and all claims, if any, against the Counterparty arising under, related to, or in connection with the Counterparty Proceeds, the Notes, the Agreement Documents, or the Transactions thereunder, their negotiation, execution, performance, any breaches thereof, or their termination, including, if applicable, any claims made in the Adversary Proceeding.

Section 4. <u>Execution in Counterparts</u>. This Release Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Lehman shall sign two hard copies of this Release Agreement and deliver the copies to Counterparty at the address below via certified or express

mail service, and, upon receipt of the copies, Counterparty shall sign each of the copies and return one of the copies to Lehman at the address below via certified or express mail service:

Address of Counterparty:

Shinhan Bank
Financial Engineering Center
Attn: Joo Han Park
20, Sejong-daero 9-gil, Jung-gu
Seoul 04513, Republic of Korea

Address of Lehman:

Lehman Brothers Special Financing Inc. Attention: Derivatives Legal 1271 Avenue of the Americas New York, NY 10020

The date of execution of this Release Agreement shall be the date that Counterparty signs this Release Agreement as provided above, and this Release Agreement shall become effective and valid upon such execution.

Section 5. <u>Effectiveness</u>. This Release Agreement shall become effective upon execution hereof by each of the Parties and the payment, without deduction, set-off or counterclaim, of the Settlement Amount to Lehman.

Section 6. Governing Law. This Release Agreement will be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York (including Section 5-1401 of the New York General Obligations Law), without regard to conflicts of laws principles that would require the application of the law of another jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over any action or proceeding with respect to this Release Agreement and each Party agrees to submit to such jurisdiction and to waive any defense based on the location or jurisdiction of such court.

Section 7. <u>Special Provision for Unknown Claims</u>. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in the Release in Section 1. Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Section 8. Confidentiality. Neither Lehman nor Counterparty shall disclose this Release Agreement or its terms, including the Settlement Amount ("Confidential Information"), to any person other than to its respective directors, officers, employees, counsel and other advisors (hereinafter, each a "Related Party" and, collectively, the "Related Parties"), in each case who need to know such information solely for the purpose of effecting this Release Agreement (it being understood that Lehman and Counterparty shall ensure that such Related Parties will be informed in advance of the confidential nature of the Confidential Information and will be directed to maintain the confidentiality of such Confidential Information and that Lehman and Counterparty shall be responsible if any such Related Party fails to comply with any such confidentiality obligations), except as may be required by law, including but not limited to as may be required by United States federal securities and bankruptcy laws. Counterparty agrees that, when it enters into a confidentiality agreement with respect to Confidential Information, it shall promptly provide Lehman with a copy of said agreement. Similarly, Lehman agrees that, when it enters into a confidentiality agreement with respect to Confidential Information, it shall promptly provide Counterparty with a copy of said agreement.

If Lehman, Counterparty, or any Related Party becomes legally obligated (whether by court or regulatory order or otherwise), other than due to compliance with United States federal securities or bankruptcy laws, to disclose any of the Confidential Information, Lehman, Counterparty, or such Related Party, as the case may be, will promptly provide the other Parties, if permitted by law, with notice of such proposed disclosure so that such other Parties may seek a protective order or other appropriate remedy. If such a protective order or other protective remedy is not obtained, Lehman, Counterparty, or such Related Party, as the case may be, will disclose only that portion of the Confidential Information which is legally required, in the opinion of each's own counsel, and Lehman, Counterparty, or such Related Party, as the case may be, will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

- Section 9. <u>Successors and Assigns</u>. The provisions of this Release Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- Section 10. <u>Amendment</u>. This Release Agreement may only be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties.
- Section 11. <u>Entire Agreement</u>. This Release Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.
- Section 12. <u>Capacity</u>. Each of the Parties acknowledges and agrees that Holdings is executing this Release Agreement on behalf of Lehman in Holdings' capacity as Plan Administrator of Lehman and shall not be subject to any liability or be responsible to take any action on its own behalf by virtue of signing this Release Agreement in such capacity.
- Section 13. <u>Construction</u>. This Release Agreement has been negotiated by the Parties and their respective legal counsel, and legal or equitable principles that might require the

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construction of this Release Agreement or any of its provisions against the Party responsible for drafting this Release Agreement will not apply in any construction or interpretation of this Release Agreement.

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IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Release Agreement on the date first written above.

SHINHAN BANK

| Ву: | | |
|--------|--|--|
| Name: | | |
| Title: | | |
| Date: | | |

LEHMAN BROTHERS SPECIAL FINANCING INC. acting through its Plan Administrator, Lehman Brothers Holdings Inc.

Name: Carbopher O'menta Title: Chief Executive Officer and Resident Date: May as 1016

LEHMAN BROTHERS HOLDINGS INC.

Name: Chief Executive Officer and Plaste Date: May & Joll 08-13555-mg Doc 54677-1 Filed 01/31/17 Entered 01/31/17 11:02:18 Exhibits Pg 25 of 42

| STATE OF NEW YORK |) | |
|--------------------|---|-----|
| |) | SS: |
| COUNTY OF NEW YORK |) | |

On 26th day of May, 2016, before me personally appeared Christopher O'Meara, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Astalé B. Sanghawi Notary Public - Sanghawi

ASHITA B. SANGHAVI Notary Public, State of New York No. 01SA6293066 Qualified in Queens County Commission Expires 11/18/2017

EXHIBIT E

May 25, 2016

BY OVERNIGHT MAIL

Shinhan Bank Financial Engineering Center Attn: Joo Han Park 20, Sejong-daero 9-gil, Jung-gu Scoul 04513, Republic of Korea

> Re: Certification of Lehman Brothers Special Financing Inc. Settlement Instructions

Dear Sir:

I am the Chief Executive Officer of Lehman Brothers Holdings Inc. ("Holdings") and its affiliated debtors, including Lehman Brothers Special Financing Inc. ("LBSF") (collectively, "Lehman"). On September 15, 2008 and periodically thereafter, Holdings and certain of its subsidiaries commenced with the United States Bankruptcy Court for the Southern District of New York voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). LBSF commenced its voluntary chapter 11 case on October 3, 2008.

On January 14, 2009, LBSF's then current Chief Financial Officer, Treasurer, and Controller issued the settlement instructions attached hereto (the "LBSF Settlement Instructions"). I hereby certify that the LBSF Settlement Instructions have not changed as of the date of this letter, and will remain valid through June 30, 2016.

Very truly yours,

Christopher O'Meara

Chief Executive Officer

STATE OF NEW YORK

COUNTY OF NEW YORK
Sworn before me on
this 25th day of may, 2016.
Ashilá B. Sanghari

ASHITA B. SANGHAVI Notary Public, State of New York No. 01SA6293066 Qualified in Queens County Commission Expires 11/18/2017

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

January 14, 2009

To: Counterparties to Lehman Brothers Special Financing Inc

Re: LBSF Standard Settlement Instructions - IMMEDIATE ACTION REQUIRED

Effective immediately, please ensure the beneficiary wire information for settlement transactions with Lehman Brothers Special Financing Inc. are directed to the settlement accounts listed on the following pages. Your prompt attention and implementation is greatly appreciated.

Please make sure to follow these specific directions when remitting funds. Failure to comply with these instructions may cause your remittance to be returned by the bank.

Include your entity's name and trade identifier, if available, in the Reference field.

For all FX transfers other than CAD, EUR, GBP and JPY, instruct "For further credit to: Lehman Brothers Special Financing a/c 152308786598" in the routing instructions (in addition to listing your entity's name and trade identifier in the Reference field).

To the extent any funds are transferred to a Lehman entity in satisfaction of an amount that has been calculated by a counterparty, kindly be advised that unless otherwise specifically agreed Lehman is not able at this time to verify such calculations and must reserve its right to request further funds if its calculations later show a greater amount due, and also reserves any other rights that it may have under applicable law.

If you have any questions, please contact Yuliya Martiak at Yuliya.Martiak@lehman.com or Helen Chu at Helen.Chu@lehman.com.

By: DJWest

David Coles

Chief Financial Officer, Treasurer and Controller:

Lehman Brothers Special Financing, Inc.

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

AED (UAE Dirhams)

Pay National Bank of Abu Dhabi, Abu Dhabi

Swift NBADAEAAVOS

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 250009440 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

AUD (Australian Dollar)

Pay National Australia Bank Limited, Melbourne

Swift NATAAU33033

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1803005789500

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

CAD (Canadian Dollar)

Pay Citibank N.A., London (direct via MT103)

Swift CITIGB2L

For Lehman Brothers Special Financing - DIP

a/c 001-2136333

Reference: [Include your counterparty name and applicable trade identifier]

Send Separate cover message (MT202) via your correspondent bank to Citibank Canada, Toronto

(CITICATT)

CHF (Swiss Franc)

Pay UBS AG, Zurich

Swift UBSWCHZH80A

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 02300000078890050000N

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

CZK (Czeck Koruna)

Pay BAWAG Bank CZ AS, Prague

Swift BAWACZPP

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 4049215502CZK

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN BROTHERS

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

DKK (Danish Kroner)

Pay Danske Bank, Copenhagen

Swift DABADKKK

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 39963007504713

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

EUR (Euro)

Pay Citibank N.A., London (without deduction via direct clearing linkage)

Swift CITIGB2L

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136325

Reference: [Include your counterparty name and applicable trade identifier]

GBP (British Pound)

Pay Citibank N.A., London (without deduction via direct clearing linkage)

Swift CITIGB2L Sort Code 18-50-08

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136368

Reference: [Include your counterparty name and applicable trade identifier]

HKD (Hong Kong Dollar)

Pay Hang Seng Bank Limited, Hong Kong

Swift HASEHKHH

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 250012507001 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

HUF (Hungary Forint)

Pay Magyar Kulkereskedelmi Bank RT, Budapest

Swift MKKBHUHB

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 10300002-2052049000003285

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

ILS (Israeli Shekel)

Pay Bank Hapoalim B.M., Tel Aviv

Swift POALILIT

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 517375 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

INR (Indian Rupees)

Pay Bank of Nova Scotia, Bombay

Swift NOSCINBB

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 012/12/921180 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

JPY (Japanese Yen)

Pay Citibank N.A., London (direct via MT103)

Swift CITIGB2L

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136341

Reference: [Include your counterparty name and applicable trade identifier]

Send Separate cover message (MT202) via your correspondent bank to Citibank N.A., Tokyo

(CITIJPJT), Favour acct number a/c 0201109418.

KRW (Korean Won)

Pay Standard Chartered Bank, Seoul

Swift SCBLKRSE

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 5038967254 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

MXN (Mexican Peso)

Pay Banamex, Mexico City

Swift CITIUS33MER

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 00028075053 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN BROTHERS

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

NOK (Norwegian Kroner)

Pay Den Norske Bank ASA, Oslo

Swift DNBANOKK

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 7001-02-42965 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

NZD (New Zealand Dollar)

Pay Bank of New Zealand, Wellington

Swift BKNZNZ22985

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 2435190001 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

PLN (Polish Zloty)

Pay Bank Pekao SA, Warsaw

Swift PKOPPLPW

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1458601112 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

SAR (Saudi Riyals)

Pay National Commercial Bank, Jeddah

Swift NCBKSAJE

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 55531159000108

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

SEK (Swedish Kroner)

Pay Skandinaviska Enskildabanken, Stockholm

Swift ESSESESS

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 52018513680 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN BROTHERS

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

SGD (Singapore Dollar)

Pay United Overseas Bank, Singapore

Swift UOVBSGSG

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 101-399-071-4 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

THB (Thailand Baht)

Pay Standard Chartered Bank, Bangkok

Swift SCBLTHBX

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 100201482 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

TRY (Turkish Lira)

Pay Garanti Bank, Istanbul

Swift TGBATRIS093

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 930-6499679 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

USD (US Dollar)

Pay Citibank N.A., New York

Swift CITIUS33 ABA 021-000-089

For Lehman Brothers Special Financing Inc. - DIP

a/c 3078-4731

Reference: [Include your counterparty name and applicable trade identifier]

ZAR (South African Rand)

Pay Nedbank, Johannesburg

Swift NEDSZAJJ

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1986250784 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

EXHIBIT F

SECRETARY'S CERTIFICATE

The undersigned, an Assistant Secretary of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), does hereby certify that:

1. (i) Attached hereto as Exhibit 1 is a true and correct copy of an excerpt of resolution duly adopted by the Board of Directors of the Corporation at a meeting held on March 17, 2016; and (ii) the provisions so excerpted have not been amended, rescinded or modified in any way and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2016.

Lehman Brothers Holdings Inc.

By: Name: Bathan Cooper

Title: Assistant Secretary

State of New York

SS:

County of New York

Sworn before me on this 27th day of May, 2016.

Notary Public

ASHITA B. SANGHAVI Notary Public, State of New York No. 01SA6293066 Qualified in Queens County Commission Expires 11/18/2017

Exhibit 1

RESOLVED, that effective immediately, the individuals set forth on Exhibit A hereto are hereby elected as officers of this Corporation in the capacities indicated beside their respective names, to serve or hold such corporate offices at the pleasure of the Board of Directors, provided that any such officership shall immediately cease without the necessity or acceptance of a resignation or relinquishment in the event that such individual is removed from office or ceases to be employed (if so employed at the time of this election) by the Corporation (or its successor) or its subsidiaries, or by Alvarez & Marsal Holdings, LLC or any affiliates thereof wholly owned by Alvarez & Marsal Holdings, LLC and any of its employees, as the case may be, whether by death, retirement, termination of employment with or without cause or otherwise.

Exhibit A

LEHMAN BROTHERS HOLDINGS INC. OFFICERS

Christopher O'Meara Chief Executive Officer and President

[Remainder of the list is omitted]

EXHIBIT G

CERTIFICATE OF INCUMBENCY AND SIGNATURE

- I, Bethany Cooper, a duly elected, qualified and acting Assistant Secretary of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby certify that:
 - 1. The person listed below holds the title in the Corporation indicated opposite his name on the date hereof and that the signature appearing opposite his name is a specimen signature of such person; and
 - 2. The person listed below is authorized and empowered to execute and deliver:
 - i. The Release Agreement between Shinhan Bank, Lehman Brothers Special Financing Inc., and Lehman Brothers Holdings Inc. settling the dispute concerning the Lakeview 2007-1 Class B Notes; and
 - ii. The Letter of Certification dated May 25, 2015 confirming the settlement instructions of Lehman Brothers Special Financing Inc.

| Name | Title | Signature |
|---------------------|--|-----------|
| Christopher O'Meara | Chief Executive Officer and President | 17 Means |

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of May, 2016.

Belliany Cooper
Name: Bethary Cooper

Title: Assistant Secretary

State of New York

SS:

County of New York

Sworn before me on this

26th day of May, 2016.

Mille B. Sarghair Notary Public

ASHITA B. SANGHAVI Notary Public, State of New York No. 01SA6293066 Qualified in Queens County Commission Expires 11/18/2017

EXHIBIT H

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC. et al.,

Debtors.

Chapter 11

Case No. 08-13555 (SCC)

LEHMAN BROTHERS SPECIAL FINANCING INC.

Plaintiff,

V.

BANK OF AMERICA NATIONAL ASSOCIATION et al.,

Defendants.

Adversary Proceeding

No. 10-03547 (SCC)

DECLARATION OF JOO HAN PARK:

I, Joo Han Park, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

- 1. I am Joo Han Park. Since July 23, 2014, I have been Deputy General Manager at Shinhan Bank ("Shinhan"), a defendant in the captioned adversary proceeding. I have personal knowledge of the facts set forth herein and am authorized to submit this Declaration on behalf of Shinhan.
- 2. On or about May 30, 2016, Shinhan received a draft agreement, entitled "Release Agreement," by and between Lehman Brothers Special Financing Inc. ("LBSF") and Shinhan (the "Agreement"), which was signed by LBSF on or about May 26, 2016.
- 3. As of the date of this Declaration, Shinhan has not signed the Agreement, nor has Shinhan paid LBSF the "Settlement Amount" as that term is defined in the Agreement.

I declare under penalty of perjury under the laws of the United States of America (28 U.S.C. § 1746) that the foregoing is true and correct.

Dated: January 26, 2017

Joo Han Park
Deputy General Manager
Financial Engineering Center
Shinhan Bank
20, Sejong-daero 9-gil, Jung-gu
Seoul 04513
Republic of Korea